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Attorneys for The Cobalt Group, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	Case No. 09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
-----X	:	

**LIMITED OBJECTION OF THE COBALT GROUP, INC.
TO NOTICE OF CURE AMOUNT**

The Cobalt Group, Inc. ("Cobalt"), by and through its undersigned counsel, hereby respectfully submits this limited objection (this "Limited Objection") to the above-captioned debtors' and debtors-in-possession's (the "Debtors") notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Relating Thereto (the "Notice"). In support of its Limited Objection, Cobalt states as follows:

1. The Notice states that the Debtors intend to assume and assign certain of their agreements with Cobalt (the "Cobalt Agreements") identified on a website maintained by Debtor, www.contractnotices.com, (the "Contract Website") accessible by Cobalt by means of a

username and password provided to Cobalt by Debtors. The Contract Website sets forth a cure amount of \$21,045,990.89.

2. All defaults under a contract must be cured prior to a debtor's assumption and assignment of the contract. 11 U.S.C. § 365(b)(1)(A). According to Cobalt's records, the Debtors are in default to Cobalt in the amount of \$21,458,485.11 (the "Cure Amount") with respect to prepetition performance under the Cobalt Agreements. A summary of the invoices evidencing the Cure Amount, the details of which may be commercially sensitive, has been provided to the Debtors and will be submitted to the Court if the Debtors and Cobalt are not able timely to agree on the Cure Amount. Cobalt is not aware of any dispute by the Debtors concerning the additional amounts claimed by Cobalt in the Cure Amount .

3. Cobalt does not object to the Debtors' proposed assumption and assignment of the Cobalt Agreements *per se*. Cobalt objects only to the proposed cure amount to the extent that the proposed amount is less than the full Cure Amount, plus any additional amounts that are due under the Cobalt Agreements and may be properly included in the Cure Amount as of the date the Contracts are assumed.

WHEREFORE, The Cobalt Group, Inc. respectfully requests that this Court enter an Order conditioning the Debtors' assumption and assignment of the Cobalt Agreements on the prior payment of the full Cure Amount to Cobalt, and granting such other relief as this Court deems just and proper.

Dated: June 15, 2009
Seattle, Washington

/s/ Erin L. Eliassen
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